

UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

In re: **Thomas Andrew Jaycox**

Debtor(s)

Case No.: **17-14077**

Chapter 13

**Chapter 13 Plan**

☐ Original

☒ **First** Amended

Date: **December 19, 2017**

**THE DEBTOR HAS FILED FOR RELIEF UNDER  
CHAPTER 13 OF THE BANKRUPTCY CODE**

**YOUR RIGHTS WILL BE AFFECTED**

You should have received from the court a separate Notice of the Hearing on Confirmation of Plan, which contains the date of the confirmation hearing on the Plan proposed by the Debtor. This document is the actual Plan proposed by the Debtor to adjust debts. You should read these papers carefully and discuss them with your attorney. **ANYONE WHO WISHES TO OPPOSE ANY PROVISION OF THIS PLAN MUST FILE A WRITTEN OBJECTION** in accordance with Bankruptcy Rule 3015 and Local Rule 3015-5. **This Plan may be confirmed and become binding, unless a written objection is filed.**

**IN ORDER TO RECEIVE A DISTRIBUTION UNDER THE PLAN, YOU  
MUST FILE A PROOF OF CLAIM BY THE DEADLINE STATED IN THE  
NOTICE OF MEETING OF CREDITORS.**

**Part 1: Bankruptcy Rule 3015.1 Disclosures**

- ☒ Plan contains nonstandard or additional provisions – see Part 9
- ☐ Plan limits the amount of secured claim(s) based on value of collateral
- ☐ Plan avoids a security interest or lien

**Part 2: Payment and Length of Plan**

**§ 2(a)(1) Initial Plan: N/A**

**§ 2(a)(2) Amended Plan:**

**Total Base Amount** to be paid to the Chapter 13 Trustee (“Trustee”) **\$126,490.00 over 60 total months**

Debtor shall pay the Trustee **\$580.00** per month for **7** months; and

Debtor shall pay the Trustee **\$2,310.00** per month for **53** months.

**§ 2(b)** Debtor shall make plan payments to the Trustee from the following sources in addition to future wages (Describe source, amount and date when funds are available, if known):

**§ 2(c)** Use of real property to satisfy plan obligations:

- ☐ Sale of real property  
See § 7(c) below for detailed description

☐ Loan modification with respect to mortgage encumbering property:

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See § 7(d) below for detailed description

§ 2(d) Other information that may be important relating to the payment and length of Plan:

**Part 3: Priority Claims (Including Administrative Expenses & Debtor's Counsel Fees)**

§ 3(a) Except as provided in § 3(b) below, all allowed priority claims will be paid in full unless the creditor agrees otherwise:

Name of Creditor	Type of Priority	Estimated Amount to be Paid
Law Office of Stephen Ross, P.C.	Attorney Fees and Expenses	\$6,087.50 in attorney's fees plus \$83 in reimbursable expenses
Internal Revenue Service	11 U.S.C. 507(a)(8)	\$41,545.76
Pennsylvania Department of Revenue	11 U.S.C. 507(a)(8)	\$3,447.89

§ 3(b) Domestic Support obligations assigned or owed to a governmental unit and paid less than full amount.

☒ **None.** If "None" is checked, the rest of § 3(b) need not be completed or reproduced.

**Part 4: Secured Claims**

§ 4(a) Curing Default and Maintaining Payments

☐ **None.** If "None" is checked, the rest of § 4(a) need not be completed.

The Trustee shall distribute an amount sufficient to pay allowed claims for prepetition arrearages; and, Debtor shall pay directly to creditor monthly obligations falling due after the bankruptcy filing.

Name of Creditor	Description of Secured Property and Address, if real property	Regular Monthly Payment to be paid directly to creditor by Debtor	Estimated Arrearage	Interest Rate on Arrearage, if applicable	Amount to be Paid to Creditor by the Trustee
Bank of America, N.A.	915 Santiato Drive Fayetteville, NC 28314	As per note	Prepetition: \$5,348.77	0.00%	\$5,348.77
Nationstar Mortgage LLC	154 Duck Farm Road Oxford, PA 19363	As per note	Prepetition: \$35,043.48 Postpetition: \$6,700.14	0.00%	\$41,743.62

§ 4(b) Allowed Secured Claims to be Paid in Full: Based on Proof of Claim or Pre-Confirmation Determination of the Amount, Extent or Validity of the Claim

☐ **None.** If "None" is checked, the rest of § 4(b) need not be completed or reproduced.

Name of Creditor	Description of Secured Property and Address, if real property	Regular Monthly Payment to be paid directly to creditor by Debtor	Estimated Arrearage	Interest Rate on Arrearage, if applicable	Amount to be Paid to Creditor by the Trustee
Select Portfolio Servicing LLC	808 Shallow Cove Woodstock, GA 30189 Cherokee County	No payment, real property was sold	Claim paid in full upon sale	N/A	\$0.00
Bank of America, N.A.	808 Shallow Cove Woodstock, GA 30189 Cherokee County	No payment, real property was sold	Claim paid in full upon sale	N/A	\$0.00

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**§ 4(c) Allowed secured claims to be paid in full that are excluded from 11 U.S.C. § 506**

☐  
☒

**None.** If “None” is checked, the rest of § 4(c) need not be completed.

The claims below were either (1) incurred within 910 days before the petition date and secured by a purchase money security interest in a motor vehicle acquired for the personal use of the debtor(s), or (2) incurred within 1 year of the petition date and secured by a purchase money security interest in any other thing of value.

(1) The allowed secured claims listed below shall be paid in full and their liens retained until entry of discharge.

(2) In addition to payment of the allowed secured claim, “present value” interest pursuant to 11 U.S.C. § 1325(a)(5)(B)(ii) will be paid at the rate and in the amount listed below. If the claimant included a different interest rate or amount for “present value” interest in its proof of claim, the court will determine the present value interest rate and amount at the confirmation hearing.

Name of Creditor	Collateral	Amount of claim	Present Value Interest	Estimated total payments
<b>Pennsylvania Department of Revenue</b>	<b>154 Duck Farm Road Oxford, PA 19363 Chester County</b>	<b>\$4,522.64</b>	<b>4.00% (\$474.84)</b>	<b>\$4,997.48</b>
<b>USAA Federal Savings Bank</b>	<b>2006 Ford F-350</b>	<b>\$9,048.95</b>	<b>5.00% Till rate</b>	<b>\$10,245.89</b>

**§ 4(d) Surrender**

☐  
☒

**None.** If “None” is checked, the rest of § 4(d) need not be completed.

(1) Debtor elects to surrender the secured property listed below that secures the creditor’s claim.

(2) The automatic stay under 11 U.S.C. § 362(a) with respect to the secured property terminates upon confirmation of the Plan.

(3) The Trustee shall make no payments to the creditors listed below on their secured claims.

Name of Creditor	Secured Property
<b>Nationstar Mortgage LLC</b>	<b>6624 Peacock Blvd Morrow, GA 30260 Clayton County</b>
<b>Harley-Davidson Credit Corporation</b>	<b>2009 Harley Davidson CVO/Ultra</b>
<b>Sheffield Financial</b>	<b>2012 Polaris Outlaw 90 Two 2012 Polaris Outlaw 90's</b>

**Part 5: Unsecured Claims**

**§ 5(a) Specifically Classified Unsecured Priority Claims**

☐

**None.** If “None” is checked, the rest of § 5(a) need not be completed.

**Unsecured Priority Claims** shall be paid as listed in § 3(a).

**§ 5(b) Timely Filed General Unsecured Claims**

(1) Liquidation Test (*check one box*)

☒

All Debtor(s) property is claimed as exempt.

☐

Debtor(s) has non-exempt property valued at \$\_\_\_\_\_ for purposes of § 1325(a)(4)

(2) Funding: § 5(b) claims to be paid as follows (*check one box*):

☒

Pro rata

☐

100%

☐

Other (Describe)

**Part 6: Executory Contracts & Unexpired Leases**

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☒ **None.** If “None” is checked, the rest of § 6 need not be completed or reproduced.

#### Part 7: Other Provisions

##### § 7(a) General Principles Applicable to The Plan

(1) Vesting of Property of the Estate (*check one box*)

☒ Upon confirmation

☐ Upon discharge

(2) Unless otherwise ordered by the court, the amount of a creditor’s claim listed in its proof of claim controls over any contrary amounts listed in Parts 3, 4 or 5 of the Plan.

(3) Under Bankruptcy Rule 3015(c), nonstandard or additional plan provisions are required to be set forth in Part 9 of the Plan. Such Plan provisions will be effective only if the applicable box in Part 1 of this Plan is checked.

(4) Any nonstandard or additional provisions set out other than in Part 9 of the Plan are VOID.

(5) All distributions to creditors shall be disbursed by the Trustee, other than post-petition contractual payments under § 1322(b)(5) and adequate protection payments under § 1326(a)(1)(B),(C).

(6) If Debtor is successful in obtaining a recovery in a personal injury or other litigation in which Debtor is the plaintiff during the terms of this Plan, any such recovery in excess of any applicable exemption will be paid to the Trustee as a special Plan payment to the extent necessary to pay priority and general unsecured creditors, or as agreed by the Debtor and the Trustee and approved by the court

##### § 7(b) Affirmative Duties on Holders of Claims secured by a Security Interest in Debtor’s Principal Residence

(1) Apply the payments received from the Trustee on the pre-petition arrearage, if any, only to such arrearage.

(2) Apply the post-petition monthly mortgage payments made by the Debtor to the post-petition mortgage obligations as provided for by the terms of the underlying mortgage note.

(3) Treat the pre-petition arrearage as contractually current upon confirmation for the Plan for the sole purpose of precluding the imposition of late payment charges or other default-related fees and services based on the pre-petition default or default(s). Late charges may be assessed on post-petition payments as provided by the terms of the mortgage and note.

(4) If a secured creditor with a security interest in the Debtor’s property sent regular statements to the Debtor pre-petition, and the Debtor provides for payments of that claim directly to the creditor in the Plan, the holder of the claims shall resume sending customary monthly statements.

(5) If a secured creditor with a security interest in the Debtor’s property provided the Debtor with coupon books for payments prior to the filing of the petition, upon request, the creditor shall forward post-petition coupon book(s) to the Debtor after this case has been filed.

(6) Debtor waives any violation of stay claim arising from the sending of statements and coupon books as set forth above.

##### § 7(c) Sale of Real Property

☐ **None.** If “None” is checked, the rest of § 7(c) need not be completed.

(1) Closing for the sale of **808 Shallow Cove Woodstock, GA 30189, Cherokee County** (the “Real Property”) was completed within six months of the commencement of this bankruptcy case (the “Sale Deadline”). Each secured creditor was paid the full amount of their secured claims as reflected in § 4.b (1) of the Plan at the closing (“Closing Date”).

(2) The Real Property will be sold in accordance with the following terms: N/A

(3) Confirmation of this Plan shall constitute an order authorizing the Debtor to pay at settlement all customary closing expenses and all liens and encumbrances, including all § 4(b) claims, as may be necessary to convey good and marketable title to the purchaser. However, nothing in this Plan shall preclude the Debtor from seeking court approval of the sale of the property free and clear of liens and encumbrances pursuant to 11

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U.S.C. § 363(f), either prior to or after confirmation of the Plan, if, in the Debtor's judgment, such approval is necessary or in order to convey insurable title or is otherwise reasonably necessary under the circumstances to implement this Plan.

(4) Debtor shall provide the Trustee with a copy of the closing settlement sheet within 24 hours of the Closing Date.

(5) In the event that a sale of the Real Property has not been consummated by the expiration of the Sale Deadline:

**§ 7(d) Loan Modification**

☒ **None.** If "None" is checked, the rest of § 7(d) need not be completed.

**Part 8: Order of Distribution**

**The order of distribution of Plan payments will be as follows:**

**Level 1:** Trustee Commissions\*

**Level 2:** Domestic Support Obligations

**Level 3:** Adequate Protection Payments

**Level 4:** Debtor's attorney's fees

**Level 5:** Priority claims, pro rata

**Level 6:** Secured claims, pro rata

**Level 7:** Specially classified unsecured claims

**Level 8:** General unsecured claims

**Level 9:** Untimely filed general unsecured non-priority claims to which debtor has not objected

*\*Percentage fees payable to the standing trustee will be paid at the rate fixed by the United States Trustee not to exceed ten (10) percent.*

**Part 9: Nonstandard or Additional Plan Provisions**

☐ **None.** If "None" is checked, the rest of § 9 need not be completed.

**The vehicle loan payable to USAA Federal Savings Bank for the Ford F350 truck is to be paid by the Chapter 13 Trustee. This plan pays \$10,245.89 by the Office of the Chapter 13 Trustee, which is \$9,048.95 at 5.0% interest rate (\$1,196.94 in interest over 60 months).**

**The two 2012 Polaris Outlaw 90s shall be surrendered to lienholder Sheffield Financial. No payment is to be made to lienholder Sheffield Financial on behalf of its secured claim. Upon surrender, any deficiency claim shall be paid consistent with all other general unsecured claims.**

**The real estate known as 6624 Peacock Boulevard, GA shall be surrendered to lienholders of the property, including but not limited to Nationstar Mortgage LLC.**

**The real property known as 808 Shallow Cove, GA was sold after the filing of the bankruptcy case with permission from the Court. All liens and mortgages secured by the real estate, including but not limited to Bank of America, N.A. and Select Portfolio Servicing, Inc. were paid in full at time of settlement of the real estate. No further payment shall be made to any claim secured by the real estate known as 808 Shallow Cove, GA.**

**Part 10: Signatures**

By signing below, attorney for Debtor(s) or unrepresented Debtor(s) certifies that this Plan contains no nonstandard or additional provisions other than those in Part 9 of the Plan.

Date: December 19, 2017

/s/ Joseph Quinn

**Joseph Quinn**

Attorney for Debtor(s)

If Debtor(s) are unrepresented, they must sign below.

Date: December 19, 2017

/s/ Thomas Andrew Jaycox

**Thomas Andrew Jaycox**

Debtor

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Date: \_\_\_\_\_ Joint Debtor \_\_\_\_\_